

**MASTER INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN THE CITY OF GRAND PRAIRIE AND THE CITY OF FRISCO**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2008, between the City of Frisco, State of Texas, and the City of Grand Prairie, Texas, each referred to herein as participating governments.

WHEREAS, the respective participating governments are authorized by the Interlocal Cooperative Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions normally associated with the operation of government such as purchasing of necessary materials and services;

WHEREAS, it is deemed in the best interest of all participating governments that said government do enter into a mutually satisfactory agreement for the purchase of certain materials and services for the City of Frisco.

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and condition contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to authorize participation of the City of Frisco in the City of Grand Prairie's goods and services contracts. Participation in this cooperative program will be highly beneficial to the taxpayers of the City/Town through anticipated saving to be realized.

**II. DURATION OF AGREEMENT**

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

**III. RELATIONSHIP OF PARTIES**

It is agreed that the City/Town, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither the City /Town, its agents, employees, volunteer help or any other person operating under this contract shall be considered and agent or employee of the City of Grand Prairie and shall not be entitled to participate in any pension plans or other benefits that the City of Grand Prairie provides its employees.

Nothing in this agreement shall prevent any participating government from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

#### IV. PURCHASE OF GOODS AND SERVICES

All products and services shall be procured by the City of Grand Prairie in accordance with procedures governing competitive bids and competitive proposals.

The participating government will be able to purchase from those contracts established by City of Grand Prairie where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreement for local governments.

The participating governments hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each participating government directly.

The participating governments agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each participating government shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not, by the execution of this agreement, assume any additional liability.

The City of Grand Prairie does not warrant and is not responsible for the quality or delivery of products or services from successful bidder. The participating government shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual participating government and a successful bidder, the same shall be handled by and between to be executed by their officer thereon that day and the year first above written.

In the event that any dispute arises between individual participating government and a successful bidder, the same shall be handled by and between the participating government body and bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

CITY OF GRAND PRAIRIE

CITY OF FRISCO

\_\_\_\_\_  
BY: Tom Cox, Deputy City Manager

\_\_\_\_\_  
BY: George Purefoy, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Catherine DiMaggio, City Secretary

\_\_\_\_\_  
Ron Patterson Interim City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donald R. Postell, City Attorney

\_\_\_\_\_  
Abernathy Roeder Boyd & Joplin P.C.  
Claire E. Swann, City Attorney